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Dobbs Ferry, Village Of And Ibt Local  
456 (Dpw Unit)

1501  
31830

VI  
BC

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**TEAMSTERS LOCAL 456, I.B.T.**

**and**

**VILLAGE OF DOBBS FERRY**

**June 1, 1998 To May 31, 2001**

**NYS PUBLIC EMPLOYMENT RELATIONS BOARD  
RECEIVED**

**OCT 02 2000**

**CONCILIATION**

24  
employees

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**AGREEMENT** made effective June 1, 1998 between the **VILLAGE OF DOBBS FERRY**, a municipal corporation, having its principal office at 112 Main Street, Dobbs Ferry, New York (hereinafter referred to as the "Village") and **LOCAL 456, I.B.T.**, representing the employees in the Department of Public Works of the Village of Dobbs Ferry, having its principal office at 160 South Central Avenue, Elmsford, New York (hereinafter referred to as the "Union").

**W I T N E S S E T H :**

**WHEREAS**, the parties hereto have negotiated the terms and conditions under which the employees of the Department of Public Works of the Village of Dobbs Ferry will work during the period from June 1, 1998 through May 31, 2001; and

**WHEREAS**, the parties are desirous of setting forth their respective rights and obligations for said period, in writing.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree that the following shall constitute the terms and conditions of employment for members of the Department of Public Works of the Village of Dobbs Ferry for the period June 1, 1998 through May 31, 2001.

**ARTICLE I**

**SALARIES**

Section 1: For the period June 1, 1998 through May 31, 2001, wages and job classifications shall be as indicated on Schedule "A" annexed hereto and made a part hereof.

Section 2: Employees assigned to a higher job classification for any part of a day shall be paid for the full day at the higher rate; employees assigned to a lower job classification for any part of a day shall be paid for the full day at their regular rate.

Section 3: The salary for a new employee in his/her first year shall be One Thousand (\$1,000.00) Dollars less per classification than listed in Schedule "A", except for a new employee in the classification of "Starting Laborer" or "Starting Maintenance Man", who shall be paid at the rate detailed in Schedule "A": for a period of twenty-four (24) months at which time he/she shall receive the regular salary for the classification of a Maintenance Man-Grade I or Laborer-Grade I, respectively.

Section 4: In recognition of the demand of the Village for employee contribution for health insurance, the parties have agreed that the hiring rate for the classifications of Starting Maintenance Man and Starting Laborer be Twenty-Five Thousand Eight Hundred Three (\$25,803.00) Dollars for the contract year June 1, 1998 to May 31, 1999, which shall be increased by 3.25% effective June 1, 1999 and by an additional 3.5% effective June 1, 2000.

## **ARTICLE II** **SICK LEAVE**

Section 1: Employees shall earn sick leave at the rate of one (1) day per month. In addition, all employees hired prior to April 27, 1970 shall receive an additional allotment of twelve (12) sick days in their sick leave bank.

Section 2: Sick leave shall not be abused. It is understood that under normal circumstances an employee out sick will be confined to his/her home unless hospitalized or visiting a physician for treatment. The Village is entitled at its discretion and at its cost to send a physician to examine an employee out sick. Prior to the return to work by an employee who has been absent due to any injury or illness for more than three (3) days, a physical examination of such employee by a physician chosen and paid for by the Village and a written report to a supervisor of the results of such examination will be required. Employees shall be entitled to use five (5) days per year of their sick leave bank for illness in their immediate family. Proof of illness of the immediate family member may be required by the Village in those situations similar in nature to employee illness which allow the Village to require proof.

Section 3: Upon retirement, an employee shall have the option to receive payment of Fifty (\$50.00) Dollars per day for all unused sick days.

### **ARTICLE III**

#### **PERSONAL LEAVE**

Section 1: Time off with pay for a maximum of six (6) days during any fiscal year shall be granted with the following stipulations:

- a. Three (3) days is the maximum to which an employee is entitled without presenting a valid and acceptable excuse to his/her supervisor;
- b. Three (3) additional days shall be granted only for the following reasons:
  - (1) Death in the immediate family defined as parents, foster-parents, parents-in-law, grandparents, spouse, children, step-children, brother, sister, brother-in-law, sister-in-law, or relative residing with the employee;
  - (2) Attendance at the college graduation of son or daughter which requires travel that cannot be done outside normal working hours;
  - (3) Medical or dental appointment of such an urgent nature that it cannot be arranged outside normal working hours;
  - (4) Attendance at the closing on the purchase of a house for the employee's residence or moving place of residence;
  - (5) Other good and necessary causes acceptable to, and approved by, the Superintendent of Public Works.

Days of absence due to conditions beyond the control of the Village are to be counted as part of the allotted six (6) personal leave days. In no case will days absent from work in excess of six (6) days in any one year be paid for unless covered by other provisions in this Agreement. An employee taking personal leave with or without cause must notify his/her supervisor of his/her absence or intended

absence at least seventy-two (72) hours prior to commencement of absence except in cases of emergency. Personal leave may not be used to extend vacation periods.

Section 2: Employees must receive prior written approval of the Superintendent of the Department of Public Works when requesting personal leave on the day after Thanksgiving or the work day prior to the day of celebration of Memorial Day, Independence Day and/or Labor Day.

Section 3: On May 31st of each year, all the unused portion of the employee's previous year's six (6) personal leave days shall be credited to such employee's sick leave accumulation.

## **ARTICLE IV**

### **HOLIDAYS**

Employees shall be entitled to the following holidays:

New Year's Day	Columbus Day
Martin Luther Kings' Birthday	Election Day - 1/2 day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Employee's Personal Birthday
Labor Day	(which may be taken during the month in which their birthday occurs).

Employees required to work on such holidays shall be paid double time in lieu of compensatory time off.

When a holiday which falls on a Saturday or Sunday is officially observed on a Monday or Friday, employees are required to work on such holidays if a supervisor so directs.

## **ARTICLE V**

### **HOURS AND OVERTIME**

The normal work week shall be five (5) days, Monday through Friday inclusive, eight (8) hours per day.

Time worked on any day in excess of the normal hours required to be worked by the employee shall be considered overtime and paid at time and one-half (1-1/2) rate. Time worked on any day off of an employee shall also be paid at time and one-half (1-1/2) rate.

No employee shall be required to work more than sixteen (16) hours continuously without time off for rest of at least eight (8) hours. If said eight (8) hour rest period falls during the employee's normal working day, the employee shall be paid at regular scale during the eight (8) hour period or portion thereof.

An employee required to work more than four (4) hours continuously on overtime shall be entitled to one-half (1/2) hour off with pay to eat a meal. This shall apply for each full four (4) hour period of continuous work except the last four (4) hours before an employee goes off duty.

Employees called back on overtime, i.e., after going off duty as distinguished from working overtime immediately following a normal days work, shall be paid a minimum of four (4) hours at time and one-half (1-1/2) rate.

## **ARTICLE VI**

### **EMERGENCY OVERTIME**

All employees must be available for emergency overtime work as required by a supervisor, the Mayor or Trustees of the Village

## **ARTICLE VII**

### **VACATIONS**

Vacations shall be granted in accordance with the following schedule:

<u>Length of Service</u>	<u>Vacation Time Due</u>
6 months continuous service	5 working days
1 year continuous service	10 working days
5 years continuous service	15 working days
10 years continuous service	20 working days
20 years continuous service	25 working days



Insofar as conditions permit, employees may choose their own vacation time. However, those employees having greater seniority shall be given preference and all vacation scheduling shall be subject to the needs of the Department of Public Works.

## **ARTICLE VIII**

### **HOSPITAL/MEDICAL INSURANCE**

Section 1: The Village shall continue to pay the full cost of the medical plan provided to employees, and such payment shall be continued for retired employees, but such coverage for any retired employee shall be suspended while such employee is equally covered through other employment.

Section 2: Effective on or after September 1, 1995, the Village may elect to enter the Alternate MEBCO Plan for active and retired unit employees subject to the following limitations:

- A. The M.E.B.C.O. Basic Plan Booklet, as of August 17, 1994, shall be incorporated and made a part of this Agreement by reference. The terms, conditions and benefits as set forth in the Basic M.E.B.C.O. Plan Booklet and as amended by Appendix "B" to this contract shall be the Alternate MEBCO Plan. It is agreed and understood by the parties that the terms, conditions and benefits are the minimum due the employee and the employee's eligible dependents.
- B. For the purpose of this provision, it is recognized that the physicians, chiropractors, medical facilities or pharmacies participating as a "participating provider" in either the Basic M.E.B.C.O. or Alternate M.E.B.C.O. Plan, may change from time to time and provided that there remains, in that particular field, a reasonable number of "participating providers" in the geographical area, such change(s) shall not be considered to be a reduction of a term, condition or benefit of the Basic MEBCO or Alternate MEBCO Plan.

Section 3: The Village agrees to provide access to a maximum of two (2) health Maintenance Organizations (HMO's) for unit members to select from as an alternative from the MEBCO plans. The

HMO's availability shall commence after the Village and the Union have mutually agreed upon their selection. The Village shall not be responsible to pay more than the cost of the Basic M.E.B.C.O. or Alternate M.E.B.C.O. Plan, whichever is in effect at that time, for individual and family coverage, if elected.

Section 4: The Village shall have the right to secure a medical plan comparable to the Statewide plan. the Village shall confer with the Union and provide a minimum of thirty (30) days notice prior to any change in coverage.

## **ARTICLE IX**

### **PENSIONS**

Pensions shall be granted in accordance with the New York State Employees' Retirement System "1/50th Career Retirement Plan".

## **ARTICLE X**

### **LONGEVITY**

Commencing on the anniversary date of his/her continuous employment as a full-time salaried employee of the Village, each employee shall be granted a salary increment according to the following schedule:

	Effective <u>6/1/98</u>	Effective <u>6/1/99</u>	Effective <u>6/1/00</u>
After 10 consecutive years -	\$500.00	\$525.00	\$550.00
After 15 consecutive years -	\$600.00	\$625.00	\$650.00
After 20 consecutive years -	\$700.00	\$725.00	\$750.00

## **ARTICLE XI**

### **DENTAL INSURANCE**

The Village shall contribute Five Hundred (\$500.00) Dollars per annum on behalf of each employee who elects to participate in a dental plan selected and approved by the Village and the Union. Should the coverage under such plan cost more than the annual Village contribution, any such excess cost shall be paid by the employee. Should the coverage under such plan cost less than the annual

Village contribution, the Village's responsibility will equal the amount of the required contribution.

## **ARTICLE XII**

### **DISABILITY INSURANCE**

The Village shall contribute One Hundred (\$100.00) Dollars per annum on behalf of each employee who elects to participate in a disability insurance plan selected and approved by the Village and the Union. Should the coverage under such plan cost more than One Hundred (\$100.00) Dollars per annum, any such excess shall be paid by the employee.

## **ARTICLE XIII**

### **UNIFORMS**

The Village shall maintain the present practice of providing employees with Four Hundred (\$400.00) Dollars per year for the purchase of uniforms. The allowance shall be provided on a semi-annual basis. Effective June 1, 1999, this annual allowance shall be Four Hundred Twenty-Five (\$425.00) dollars. Effective June 1, 2000, this annual allowance shall be increased to Four Hundred Fifty (\$450.00) Dollars.

## **ARTICLE XIV**

### **LIFE INSURANCE**

The Village, at its expense, shall provide group life insurance coverage for each full-time employee under the age of seventy (70) years, in the face amount of Fifty Thousand (\$50,000.00) Dollars, which coverage shall automatically terminate when the employee leaves the employ of the Village by retiring or otherwise.

## **ARTICLE XV**

### **AGENCY SHOP**

The Village agrees to make deductions from the salary of each employee of the Department of Public Works pursuant to the provisions of New York State Civil Service Law.

## **ARTICLE XVI**

### **SENIORITY**

When two (2) or more equally qualified employees are considered for job openings, first choice shall be granted to the employee with the highest seniority, fitness and ability being equal. Seniority means length of continuous full-time employment by the Village.

## **ARTICLE XVII**

### **EMPLOYEE DISCIPLINE**

All discipline of employees by the Village shall be for just cause. In the event that the Union does not believe that a disciplinary action was for just cause, it shall have the rights to file a grievance pursuant to the grievance procedure of this Agreement.

## **ARTICLE XVIII**

### **GRIEVANCE PROCEDURE AND ARBITRATION**

Section 1: Any dispute arising concerning the interpretation or application of the terms of this contract or the rights claimed to exist hereunder shall be the subject of a grievance, and shall be processed in accordance with the following procedure:

- (a) A grievance of an employee or employees shall be presented, if at all, by his/her or their Shop Steward and the employee(s) concerned, to their immediate supervisor within sixty (60) days after the date on which such grievance arose or could have been reasonably discovered;
- (b) In the event such grievance is not resolved within ten (10) working days from such presentation, it shall then be presented by the Union to the department head;
- (c) In the event that such grievance is not satisfactorily adjusted at the preceding step of the grievance procedure, then the Union shall present the same to the Administrator of the Village, or his/her designee, for settlement;

(d) In the event that such grievance is not then disposed of, or in the event of any grievance of the employer, either party may refer the matter to arbitration by an arbitrator, to be mutually agreed upon. If the parties are unable to agree on an impartial arbitrator within ten (10) days, the New York State Public Employment Relations Board shall designate an arbitrator in accordance with its rules;

(e) The rules of the New York State Public Employment Relations Board shall apply to the conduct of the proceedings;

(f) The Village and Union shall bear equally the arbitrator's fee and expenses, if any.

#### **ARTICLE XIX**

##### **TOOL ALLOWANCE**

The Mechanics shall receive an annual tool allowance of Two Hundred (\$200.00) Dollars.

#### **ARTICLE XX**

##### **PRIOR AGREEMENTS**

This Agreement shall supersede all prior agreements between the parties hereto, except that such rules, regulations and conditions of employment as may be contained in the Dobbs Ferry Village Code and Appendices, existing resolution of the Village Board of Trustees and the personnel regulations of the Village, unless expressly modified herein, shall continue in effect during the term of this Agreement.

ARTICLE XXI

TERM

This Agreement shall continue in effect until May 31, 2001.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

FOR THE VILLAGE OF DOBBS FERRY

BY: *James D. Monahan*  
Mayor

Date: *3/10/00*

FOR LOCAL 456, I.B.T.

BY: *Bernard E. Doyle*  
BERNARD E. DOYLE, President

Date: *11/30/99*

**SCHEDULE "A"**  
**VILLAGE OF DOBBS FERRY**

<u>JOB CLASSIFICATION</u>	<u>6/1/98</u>	<u>6/1/99</u>	<u>6/1/00</u>
STARTING MAINTENANCE MAN STARTING LABORER (First 24 months)	\$25,803.	\$26,641.	\$27,574.
MAINTENANCE MAN - GRADE I Laborer - Grade I (After 24 months)	\$43,057.	\$44,456.	\$46,012.
MAINTENANCE MAN - GRADE II	\$44,595.	\$46,044.	\$47,656.
LABORER - GRADE II	\$44,595.	\$46,044.	\$47,656.
MOTOR EQUIPMENT OPERATOR	\$44,895.	\$46,354.	\$47,976.
ASSISTANT MECHANIC	\$44,895.	\$46,354.	\$47,976.
HEAVY MOTOR EQUIPMENT OPERATOR	\$46,435.	\$47,945.	\$49,623.
MAINTENANCE FOREMAN	46,435.	\$47,945.	\$49,623.
MECHANIC	\$49,504.	\$51,113.	\$52,902.
ELECTRICIAN FOREMAN	\$49,504.	\$51,113.	\$52,902.
GENERAL WORK FOREMAN	\$49,504.	\$51,113.	\$52,902.

**SCHEDULE "B"**  
**ALTERNATE**  
**MEBCO**

B-1

**BENEFIT**

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<b>Deductible</b>	\$209. Ind. \$209. Spouse \$209. All children: indexed to med. component of CPI each Jan. 1
<b>Max Out-Of-Pocket Cost</b>	\$1,000./year; indexed as above
<b>PPO Copay</b>	\$10/service \$20 max/visit
<b>Rx Drug Plan</b>	Mandatory Generic; \$10/copay
<b>Mail Order Drug Plan</b>	90 day supply; \$2 copay
<b>In Patient Mental Health</b>	
In Network	All Out-of-Network
Out-of-Network	120 days pd in full; additional Major days under Major Med. @ max of \$450/day
Proprietary Hospital (for profit i.e., Four Winds)	\$120 days @ \$450/day
<b>Out Patient Mental Health</b>	
In Network	80% after deductible up to 30 visits per calendar year
Other Out Patient Visits	1 to 10: \$48 pd 11 to 30: \$40 pd Over 30: \$30 pd



BENEFIT	ALTERNATE MEBCO
<b>In Patient Substance Abuse</b> In Network	7 days distribution 49 days at J.C.A.H. approved facility 3 stays per lifetime
<b>Out-Patient Substance Abuse</b>  Network	80% after deductible up to 30 visits per calendar year
<b>Routine Physical</b>	
Network	\$10/\$20 copay for covered individuals over 18 years of age
Out-of-Network	If 50 yrs old: \$100 for you \$50 for spouse annually
<b>Durable Medical Equipment</b>	Thru MEBCO Provider, no copay
<b>Major Medical Lifetime Maximum</b>	\$1,000.000 per person

The Lifetime Maximum of the Major Medical portion of your Medical Expense Benefits is \$1,000,000 (again, for each of You).

If \$1,000 or more of such benefits has been paid on your behalf under the Major Medical portion of This Plan, you may reinstate your full \$1,000,000 Lifetime Maximum. This can be done by furnishing, at your own expense, evidence of your good health acceptable to Pomco. Reinstatement of maximum benefits may be requested, and the required evidence submitted, at any time prior to the Employee's retirement.